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Attorney for Defendant  
GREGORY ALLEN WEISS

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA, ) No. 08-70235 JL

Plaintiff,

vs.

GREGORY ALLEN WEISS,

Defendants.

PROOF OF COMPLIANCE WITH  
PRE-TRIAL RELEASE CONDITIONS

On April 25, 2008 Defendant Gregory Weiss appeared for his detention hearing in the above-referenced matter. The Court ordered that Mr. Weiss be released on various terms and conditions including but not limited to the posting of security in an amount not less than \$600,000.00. This security is in the form of equity in real estate owned by James Weiss Sr. As evidence of compliance with the Court's conditions of release, attached hereto are copies of the executed Obligation and Deed of Trust in favor of the Clerk of Court, which was recorded in Sonoma County on May 2, 2008.

Dated: May 6, 2008 Respectfully submitted,

LAW OFFICES OF ANN C. MOORMAN

/s/ Ann C. Moorman

**RECORDING REQUESTED BY:**

**MAY 02 2008**

**When Recorded Mail To:**

Richard W. Wieking  
Clerk of the Court  
Northern District of California  
450 Golden Gate Ave., Box 36060  
San Francisco, California 94102

**CONFORMED COPY  
NOT COMPARED  
WITH ORIGINAL  
SONOMA COUNTY**

**Escrow No.**

**Title Order No.**

08 040694

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**APN: 014-273-040**

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

**THIS DEED OF TRUST**, made April 29, 2008, between James Weiss, Sr., herein called **TRUSTOR**, whose address is 281 Riviera Drive, San Rafael, California 94901, Richard W. Wieking, Clerk of the Court, Northern District of California, herein called **TRUSTEE**, and Richard W. Wieking, Clerk of the Court, Northern District of California, herein called **BENEFICIARY**,

**WITNESSETH:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Sonoma County, California, described as:

1109 EVANS AVENUE, SANTA ROSA, CALIFORNIA 95405

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

THIS DEED OF TRUST IS EXECUTED SOLELY FOR THE PURPOSE OF POSTING BAIL IN THE CASE OF UNITED STATES OF AMERICA, plaintiff, v. GREGORY A. WEISS, defendant, UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, CASE NO. 3-08-CR-070235-001.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

**For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$600,000, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

Tris No. 08-400107044  
Locata No. CARN0349-0249-0001-0490107044

## LEGAL DESCRIPTION EXHIBIT "A"

The land referred to herein is situated in the State of California, County of Sonoma, City of Santa Rosa and is described as follows:

### Parcel One:

A portion of the land lying, being and situate in the City of Santa Rosa, State of California, further described as being a portion of Lot Nos. 7, 8, 9 and 10, of "Montgomery Village Subdivision No. 35", filed in the Office of the County Recorder on June 5, 1962 in Book 89 of Maps, Pages 11, 12 and 13, Sonoma County Records and more particularly described as follows:

Commencing at the intersection of the centerline of Mayette Avenue and Evans Drive, as shown on the aforementioned Map of "Montgomery Village Subdivision No. 35", from which a 1/2 inch diameter iron pin (standard City monument) bears North 75° 48' East, along the centerline of Mayette Avenue, 5.00 feet; thence North 24° 59' West, along the centerline of Evans Drive, 194.61 feet; thence South 65° 01' West, 25.00 feet to the point of beginning of the herein described parcel of real property; thence South 75° 48' West, 101.80 feet; thence North 24° 59' West, 15.78 feet; thence South 58° 46' 50" West, 9.45 feet; thence North 31° 13' 10" West, 162.99 feet; thence North 58° 46' 50" East, 38.18 feet; thence North 31° 13' 10" West, 83.69 feet; thence North 75° 48' East, 100.00 feet; thence South 24° 59' East, along the Western right of way of Evans Drive, 264.46 feet to the point of beginning.

### Parcel Two:

A 10 foot wide easement for right of way purposes over and along the following described easement parcel:

Being a portion of Lot No. 7 of the aforementioned "Montgomery Village Subdivision No. 35" and beginning at the Southeast corner of the before described fourplex units parcel; thence South 75° 48' West, 76.35 feet; thence South 24° 59' East, 10.18 feet; thence North 75° 48' East, 76.35 feet; thence North 24° 59' East, along the Western right of way of Evans Drive, 10.18 feet to the point of beginning.

### Parcel Three:

A 25 foot wide easement parcel for roadway purposes over Lots 5, 6, 7, 8, 9 and 10, as shown on the aforementioned Map of, "Montgomery Village Subdivision No. 35", filed in the Office of the County Recorder on June 5, 1962 in Book 89 of Maps, Pages 11, 12 and 13, Sonoma County Records.

Excepting therefrom any portion there lying within the lines of Parcel One described herein.

### Parcel Four:

An easement for general road purposes over the Northwestern 10 feet of Lot 4, as said lot is shown and delineated on the Map entitled, "Montgomery Village Subdivision No. 35", filed in the Office of the County Recorder on June 5, 1962 in Book 89 of Maps, Pages 11, 12 and 13, Sonoma County Records.

### Parcel Five:

An easement for general road purposes and incidental purposes thereof, as granted in that certain instrument entitled, "Grant of Easement and Easement Maintenance Agreement", recorded April 9, 1987 under Document No. 87-033108, Sonoma County Records.

APN: 014-273-040

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	656	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	106	1307	Shelby	506	762
Amador	133	438	Lassen	182	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3876	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	811	136	San Benito	300	405	Stanislaus	1970	56
Calusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Merced	687	99	San Joaquin	2855	283	Trinity	106	585
El Dorado	704	635	Merced	1860	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	489	78	Mono	69	302	Santa Barbara	2085	881	Ventura	2807	237
Humboldt	801	83	Monterey	357	238	Santa Clara	6628	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	683
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7162	18	San Diego	SERIES 5 Book 1994, Page 149774				

Signature of Trustor

Signature of Trustor

STATE OF CALIFORNIA )  
COUNTY OF MARIN ) ss

On 4-30-08

Sharon Jacobsen  
James Weiss, Sr.

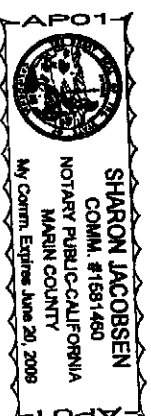
a notary public,

before me, personally appeared

satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

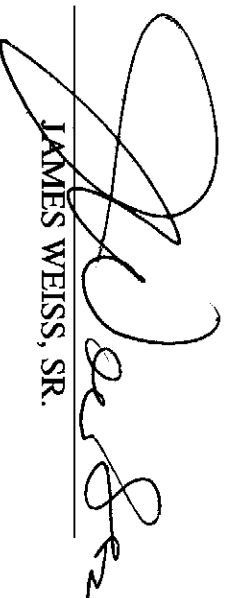


(This area for official notarial seal)

**OBLIGATION**

I, the undersigned, represent that (1) I am the owner of the property pledged in the attached Deed of Trust; (2) the consideration for which said Deed of Trust is pledged as security is for the release of defendant Gregory A. Weiss on bail, ordered in the amount of \$600,000 in United States od America v. Gregory A. Weiss, CR. NO.3-08 CR-070235-001 U.S. District Court, Northern District of California; (3) I FULLY UNDERSTAND THAT IF THE DEFENDANT FAILS TO COMPLY WITH THE TERMS OF THE BAIL ORDER, MY PROPERTY WILL BE FORECLOSED AND I WILL LOSE MY PROPERTY; (4) in the event bail is exonerated in said matter, said beneficiary of the Deed of Trust is authorized and requested to execute and acknowledge the Substitution of Trustee and Reconveyance document also attached hereto; (5) in the event bail is forfeited for failure to comply with the terms of the bail order, said beneficiary is authorized to request the trustee under the Deed of Trust to proceed with foreclosure under the terms of the Deed of Trust and to submit this document together with the order forfeiting bail and the Deed of trust as conclusive evidence of default.

Dated: 4/29/08

  
JAMES WEISS, SR.